

EXHIBIT 1

DELPHIOK CT
7/19/05

Harrison Thermal Systems

Page 1 of 5

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550061360
 Version 13-Jul-2005 11:02:48

Date Issued
 26-Oct-2004

BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Vendor No: 1010171
DUNS No: 005035910

Payment Terms: 32 MNTHS

Payment settled on 2nd, 2nd Month

Incoterms: FOB BRIGHTON COPIEC2

*** Condition record changed

*** Text changed

Item No.	Material No.	Description	Price	UOM
00010	52404740	Tube-Core, 18mm, 753.0lg	J201 DELPHI T & I LOCKPORT	

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Oct-2004	31-Dec-2004	USD		1,000	PC
01-Jan-2005	31-Mar-2005	USD		1,000	PC
01-Apr-2005	30-Jun-2005	USD		1,000	PC
01-Jul-2005	31-Dec-2010	USD		1,000	PC

Quota Valid From	Quota Valid To	Quota %
26-Oct-2004	31-Dec-2010	99.0

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added

*** Condition record changed

*** Net price changed

00020	52406110	J201 DELPHI T & I LOCKPORT
	TUBE-CORE, 644.5LG, 18MM CTC	

Purchasing Contact: Eglin, Marc

Contact Address:

Phone: 716-439-2516

Fax: 716-439-3818

DELPHI

Harrison Thermal Systems

Page 2 of 5

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

PO Number 550061360 Date Issued 26-Oct-2004
Version 13-Jul-2005 11:02:48

Item No. Material No. Description

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00030 52476679 J201 DELPHI T & I LOCKPORT

Tube

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	PC

Quota Valid From	Quota Valid To	Quota %
07-Feb-2005	31-Dec-2010	99.0

Quota Valid From	Quota Valid To	Quota %
07-Feb-2005	31-Dec-2010	99.0

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00040 52479502 J201 DELPHI T & I LOCKPORT

Tube-Core

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	PC

Quota Valid From	Quota Valid To	Quota %
07-Feb-2005	31-Dec-2010	20.0

Quota Valid From	Quota Valid To	Quota %
07-Feb-2005	31-Dec-2010	20.0

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00050 52481416 J201 DELPHI T & I LOCKPORT

Tube-Refrigerant, Core, 784.0 Long

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00060 52481424 J201 DELPHI T & I LOCKPORT

Tube-646.0 Long

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00070 52484856 J201 DELPHI T & I LOCKPORT

Tube-Core, 12 mm

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00080 52485679 J201 DELPHI T & I LOCKPORT

Tube-723.0 Long

10/11/2005 TUE 14:16 FAX 517 263 6416 BRAZEWAY CORP. ... COMIN MCKENNEY

DELPHI

Harrison Thermal Systems

Page 3 of 5

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirement Contract

PO Number
550061360
Version
13-Jul-2005 11:02:48

Date Issued
26-Oct-2004

Material No.	Description	Valid From	Valid To	Currency	Price	Price Unit	UOM
		01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00090 52486559 J201 DELPHI T & I LOCKPORT

Tube-Core

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC
Quota Valid From	Quota Valid To	Quota %			

21-Jun-2005 31-Dec-2010 50.0

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00100 52486664 J201 DELPHI T & I LOCKPORT

Tube-Refrigerant, Core, 581.0 Long

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00120 52486665 J201 DELPHI T & I LOCKPORT

Tube-Refrigerant, Core, 622.0 Long

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00130 52486976 J201 DELPHI T & I LOCKPORT

Tube-Core, 12 mm

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00110 52494012 J201 DELPHI T & I LOCKPORT

Tube-Core

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00140 52495818 J201 DELPHI T & I LOCKPORT

Tube-Core, 12mm, 678.8 Long

DELPHI

Harrison Thermal Systems

Page 4 of 5

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirement Contract

PO Number
550061360
Version
13-Jul-2005 11:02:48

Date Issued
26-Oct-2004

Description	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-Jul-2005	31-Dec-2010	USD	1,000	PC	
	Quota Valid From	Quota Valid To	Quota %			
	21-Jan-2005	31-Dec-2010	80.0			

This Requirement Contract is for 100% unless otherwise specified.

*** New item

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic fonn alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's

DELPHI

Harrison Thermal Systems

Page 5 of 5

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirement Contract

PO Number
550061360
Version
13-Jul-2005 11:02:48

Date Issued
26-Oct-2004

Item Description
Description of Goods or Services

General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Metal prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov., Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Consolidate VSA's for Adrian Facility eff. 7/1/05.

DELPHI

OIL Cet
7/19/05

Harrison Thermal Systems

Page 1 of 3

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number
550028990
Version
11-Jul-2005 10:15:42

Date Issued
01-Jul-2003

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Vendor No: 1010171
DUNS-No: 005035910

Payment sealed on 2nd, 2nd Month Currency: USD

Payment sealed on 2nd, 2nd Month

Incoterms: FOB FREIGHT COLLECT

*** Incoterms changed

*** Condition record changed

*** Text changed

Item No: 52405676 Description: J701 DELPHI T & I RBXX

00030 52405676
TUBE-CORE

J701 DELPHI T & I RBXX

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00020 52476679
Tube

J701 DELPHI T & I RBXX

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD		1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00040 52479502
Tube-Core

J701 DELPHI T & I RBXX

Purchasing Contact: Eglin, Marc

Contact Address:

Phone: 716-439-2516

Fax: 716-439-3818

DELPHI

Harrison Thermal Systems

Page 2 of 3

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

PO Number
550028990
Version
11-Jul-2005 10:15:42

Date Issued
01-Jul-2003

Requirement Description

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00010 52494012
Tube-Core J701 DELPHI T & I RBX

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2003	31-Dec-2003	USD	[REDACTED]	1,000	PC
01-Jan-2004	31-Mar-2004	USD	[REDACTED]	1,000	PC
01-Apr-2004	30-Jun-2004	USD	[REDACTED]	1,000	PC
01-Jul-2004	30-Sep-2004	USD	[REDACTED]	1,000	PC
01-Oct-2004	31-Dec-2004	USD	[REDACTED]	1,000	PC
01-Jan-2005	31-Mar-2005	USD	[REDACTED]	1,000	PC
01-Apr-2005	30-Jun-2005	USD	[REDACTED]	1,000	PC
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	PC

Quota Valid From	Quota Valid To	Quota %
07-Jun-2003	31-Dec-2010	50.0

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added

*** Condition record changed

*** Net price changed

Notes

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from ALAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety concerns on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the sellable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredient Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Inversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

DELPHI

Harrison Thermal Systems

Page 3 of 3

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

PO Number
550028990
Version
11-Jul-2005 10:15:42

Date Issued
01-Jul-2003

Item No.: Material No.: Description:

Notes Continued

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certifications will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Metal prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$0.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov., Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Pricing eff. 7/01/05 & Commodity VSA's for Mexico

DELPHI

OK 1/19/05 Ctl

Harrison Thermal Systems

Page 1 of 3

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number
550028808
Version
14-Jul-2005 08:26:43

Date Issued
01-Jul-2003

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Vendor No: 1010178
DUNS No: 005035910

Payment Terms: 2 MN

Payment settled on 2nd, 2nd Month

Shipping Point: FOB-EXW-GTECH

Item No.	Description	Plant
00010	17351 Tubing-Alum, 3102 F, .500 ODx.049 W	J201 DELPHI T & I LOCKPORT

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2003	30-Sep-2003	USD	[REDACTED]	1,000	LB
01-Oct-2003	31-Dec-2003	USD	[REDACTED]	1,000	LB
01-Jan-2004	31-Mar-2004	USD	[REDACTED]	1,000	LB
01-Apr-2004	30-Jun-2004	USD	[REDACTED]	1,000	LB
01-Jul-2004	30-Sep-2004	USD	[REDACTED]	1,000	LB
01-Oct-2004	31-Dec-2004	USD	[REDACTED]	1,000	LB
01-Jan-2005	31-Mar-2005	USD	[REDACTED]	1,000	LB
01-Apr-2005	30-Jun-2005	USD	[REDACTED]	1,000	LB
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

| Valid From | Valid To | Currency | Price | Price Unit |<
| --- | --- | --- | --- | --- |

DELPHI

Harrison Thermal Systems

Page 2 of 3

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirement Contract

PO Number 550028808 Date Issued 01-Jul-2003
Version
14-Jul-2005 08:26:43

Item No. Description

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

00030 17565 J201 DELPHI T & I LOCKPORT

Tubing-Alum, 3003 F, .750 ODx.049 W

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

00050 80617 J201 DELPHI T & I LOCKPORT

Tubing-Alum, 3003 F, .750 ODx.049 W

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2005	31-Dec-2010	USD	[REDACTED]	1,000	LB

This Requirement Contract is for 100% unless otherwise specified.

Notes

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (B10-158-2003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Supplier must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the sellable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingestion Disclosure and Special Warnings Instructions"). Communication of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for those failures must be developed and implemented. The plans with effectiveness are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

DELPHI

Harrison Thermal Systems

Page 3 of 3

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

PO Number
550028808
Version
14-Jul-2005 08:26:43

Date Issued
01-Jul-2003

Material Number
Description

Notes/Comments

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Mcsl prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov., Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Consolidate VSA's for Shelbyville Facility & pricing eff. 7/1/05